

1 WEIL, GOTSHAL & MANGES LLP  
2 Theodore Tsekerides (*pro hac vice*)  
(theodore.tsekerides@weil.com)  
3 Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
4 Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)  
767 Fifth Avenue  
5 New York, NY 10153-0119  
Tel: 212 310 8000  
6 Fax: 212 310 8007

KELLER BENVENUTTI KIM LLP  
Tobias S. Keller (#151445)  
(tkeller@kbkllp.com)  
Jane Kim (#298192)  
(jkim@kbkllp.com)  
David A. Taylor (#247433)  
(dtaylor@kbkllp.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

7 *Attorneys for Debtors and Reorganized  
8 Debtors*

9  
10 **UNITED STATES BANKRUPTCY COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION**

13 In re:

14 **PG&E CORPORATION,**

15 **- and -**

16 **PACIFIC GAS AND ELECTRIC COMPANY,**

17 **Debtors.**

18  Affects PG&E Corporation  
19  Affects Pacific Gas and Electric Company  
 Affects both Debtors

\* *All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

**STIPULATION ENLARGING TIME  
FOR HEATHER DIANE KEIFER  
TO FILE PROOF OF CLAIM**

[Related to Dkt. No. 11885]

No Hearing Scheduled

1 PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the  
2 “**Utility**”), as debtors and reorganized debtors (collectively, the “**Debtors**” or the “**Reorganized**  
3 **Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), by and through their counsel,  
4 on the one hand, and Heather Diane Keifer (“**Movant**”), on the other hand, hereby submit this  
5 stipulation (the “**Stipulation**”) for an order enlarging the time for Movant to file a claim in these  
6 Chapter 11 Cases as set forth herein. The Reorganized Debtors and Movant are referred to in this  
7 Stipulation collectively as the “**Parties**,” and each as a “**Party**.” The Parties hereby stipulate and  
8 agree as follows:

9 **RECITALS**

10 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced these Chapter 11  
11 Cases in the United States Bankruptcy Court for the Northern District of California (the  
12 “**Bankruptcy Court**”).

13 B. By Order dated July 1, 2019 [Docket No. 2806] (the “**Bar Date Order**”), the  
14 Bankruptcy Court set October 21, 2019 at 5:00 p.m. (Prevailing Pacific Time) (the “**Original Bar**  
15 **Date**”) as the deadline in these Chapter 11 Cases for filing proofs of claim in respect of any of  
16 prepetition claim (as defined in section 101(5) of the Bankruptcy Code) against either of the Debtors,  
17 including all claims of Fire Claimants,<sup>1</sup> Wildfire Subrogation Claimants, Governmental Units (as  
18 defined in section 101(27) of the Bankruptcy Code), and Customers, and for the avoidance of doubt,  
19 including all secured claims and priority claims.

20 C. By Order dated November 11, 2019, the Bankruptcy Court extended the Bar Date  
21 until December 31, 2019 at 5:00 p.m. (Prevailing Pacific Time), solely for the benefit of any non-  
22 governmental Fire Claimants who had not filed proofs of claim by the Original Bar Date.

23 D. By Order dated June 20, 2020 [Dkt. No. 8053] the Bankruptcy Court confirmed the  
24 *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Dated June 19,*  
25 2020 (as may be further modified, amended or supplemented from time to time, and together with

26  
27 <sup>1</sup> Capitalized terms used but not otherwise herein defined have the meanings ascribed to such terms  
28 in the Bar Date Order or the Plan (as defined below), as applicable.

1 any exhibits or scheduled thereto, the “**Plan**”). The Effective Date of the Plan occurred on July 1,  
2 2020. *See* Dkt. No. 8252.

3 E. On February 1, 2022, Movant filed a letter motion to petition for the late filing of the  
4 Proof of Claim (as defined below) [Dkt. No. 11885] (the “**Motion**”), in which Movant asserts that  
5 she should be permitted to file late claims for damages allegedly sustained as a result of the Butte  
6 Fires, North Bay Fires, and Camp Fires (the “**Asserted Fire Victim Claims**”).

7 F. On February 3, 2022, Movant filed Proof of Claim No. 108177 on account of the  
8 Asserted Fire Victim Claims (the “**Proof of Claim**”).

9 G. Pursuant to the Plan, all Fire Victim Claims were channeled to the Fire Victim Trust  
10 on the Effective Date and are subject to the Channeling Injunction, and any liabilities of the Debtors  
11 or the Reorganized Debtors, as applicable, for any Fire Victim Claims have been fully assumed by,  
12 and are the sole responsibility of, the Fire Victim Trust, and shall be satisfied solely from the assets  
13 of the Fire Victim Trust. *See* Plan §§ 4.7(a), 4.26(c), 6.7(a).

14 H. The Reorganized Debtors have raised with Movant certain informal objections to the  
15 relief requested in the Motion.

16 I. The Fire Victim Trustee has reviewed the Stipulation and, based on the facts  
17 presented in the Motion, has no objection to the agreements set forth herein or to entry of an Order  
18 approving the terms of the Stipulation.

19 J. The Parties hereto desire to resolve their issues regarding the Motion.

20 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE  
21 INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS  
22 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT  
TO ORDER, THAT:**

23 1. The Proof of Claim shall be deemed timely filed.

24 2. The Proof of Claim and Asserted Fire Victim Claims shall for all purposes be treated  
25 and classified as Fire Victim Claims under the Plan, and shall be fully assumed by, and the sole  
26 responsibility of, the Fire Victim Trust and subject to the Channeling Injunction, to be administered,  
27 processed, settled, disallowed, resolved, liquidated, satisfied, and/or paid in accordance with the Fire  
28 Victim Trust Agreement and the Fire Victim Claims Resolution Procedures. Movant shall have no

1 further recourse against the Debtors or Reorganized Debtors, as applicable, with respect to the Proof  
2 of Claim or the Asserted Fire Victim Claims.

3       3. Nothing herein is intended to, nor shall it be construed to be, a waiver by the Debtors,  
4 or the Reorganized Debtors, as applicable, the Fire Victim Trust, or any other party in interest of any  
5 right to object to the Asserted Fire Victim Claims or the Proof of Claim on any grounds other than  
6 the untimely filing thereof.

7       4. Nothing herein is intended to, nor shall it be construed to be, a waiver by Movant of  
8 her rights to oppose any asserted challenge to the Asserted Fire Victim Claims or the Proof of Claim.

9       5. Upon entry of an Order approving the Stipulation, the Motion shall be deemed  
10 withdrawn with prejudice.

11       6. In the event that the terms of this Stipulation are not approved by the Bankruptcy  
12 Court, it shall be null and void and have no force or effect and the Parties agree that, in such  
13 circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.

14       7. This Stipulation shall be binding on the Parties and each of their successors in  
15 interest.

16       8. This Stipulation shall constitute the entire agreement and understanding of the Parties  
17 relating to the subject matter hereof and supersede all prior agreements and understandings relating  
18 to the subject matter hereof.

19       9. This Stipulation may be executed in counterparts, each of which shall be deemed an  
20 original but all of which together shall constitute one and the same agreement.

21       10. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or  
22 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

23

24

25

26

27

28

1 Dated: February 8, 2022

2 WEIL GOTSHAL & MANGES LLP

3  
4 */s/ Matthew Goren*

Matthew Goren, Esq.

5  
6 *Attorneys for Debtors*  
*and Reorganized Debtors*

7  
8  
9  
10 Dated: February 04, 2022

11  
12 */s/ Heather Keifer*  
Heather Diane Keifer

13  
14 *Movant (Pro Se)*